

**STATE OF WASHINGTON  
CLARK COUNTY SUPERIOR COURT**

TIMOTHY RUGE.

Plaintiff,

v.

CACH, LLC, a Colorado Limited Liability Company, and LAW OFFICE OF SUSAN ADDISON BLUSH, P.C., a California Professional Corporation, d/b/a KENTWOOD LAW GROUP.

## Defendants.

NO.

PLAINTIFF'S COMPLAINT FOR  
INJUNCTIVE RELIEF FOR  
VIOLATIONS OF THE CONSUMER  
PROTECTION ACT, THE  
COLLECTION AGENCY ACT, THE  
TELEPHONE CONSUMER  
PROTECTION ACT AND THE FAIR  
DEBT COLLECTION PRACTICES  
ACT, *INTER ALIA*

COMES NOW, Plaintiff, TIMOTHY RUGE, by and through his attorney,  
SARAELEN HUTCHISON, and complains against the Defendants as follows:

## I. STATEMENT OF THE CASE

This is an action for injunctive relief to prevent further harm to Plaintiff and to prevent future harm to other Washington consumers and debtors and to prevent Defendants' future violations of the Fair Debt Collection Practices Act (FDCPA), the Telephone Consumer Protection Act (TCPA), the Washington State Collection Agency Act (CAA) and the Washington State Consumer Protection Act (CPA).

## II. PARTIES

2.1 Plaintiff, TIMOTHY RUGE, is a resident of Clark County, Washington.

1           2.2 Plaintiff allegedly obtained and used a credit card from Wells Fargo, which he  
2 used primarily for personal, family, and household purposes.

3           2.3 Plaintiff is therefore a “debtor” as defined by the Fair Debt Collection Practices  
4 Act (FDCPA) and the Collection Agency Act (CAA), and a “consumer” as defined by the  
5 Consumer Protection Act (CPA) and the Telephone Consumer Protection Act (TCPA), and  
6 Plaintiff acted as a “debtor” and “consumer” at all times relevant to this litigation.

7           2.4 Defendant, CACH, LLC, (hereinafter “CACH”), is a purchaser of large  
8 portfolios of charged off credit card debts.

9           2.5 CACH regularly attempts to collect third party debts from consumers in  
10 Washington State.

11           2.6 CACH is a Colorado Limited Liability Company, conducting business under  
12 Colorado ID Number 20051120495.

13           2.7 CACH is registered to conduct business in the state of Washington, under  
14 Unified Business Identifier Number 603094219.

15           2.8 CACH also holds a Washington State Collection Agency License.

16           2.9 CACH is therefore a collection agency and a business that regularly collects  
17 debts owed to others.

18           2.10 Defendant CACH is therefore a “debt collector” as defined by the FDCPA, a  
19 “collection agency” as defined by the CAA, a “business” as defined by the CPA, and CACH  
20 acted as such at all times relevant to this complaint.

21           2.11 Defendant LAW OFFICE OF SUSAN ADDISON BLUSH, P.C., a California  
22 Professional Corporation, d/b/a KENTWOOD LAW GROUP, (hereinafter also,  
23 “KENTWOOD”) is a California Debt Collection law firm, doing business under the name  
24 “KENTWOOD LAW GROUP,” which regularly attempts to collect third party debts.

1       2.12 LAW OFFICE OF SUSAN ADDISION BLUSH, P.C. is registered to do  
2 business in California under Entity Number C3315473.

3       2.13 LAW OFFICE OF SUSAN ADDISION BLUSH, P.C. and its d/b/a,  
4 KENTWOOD LAW GROUP, are registered to do business in Washington State pursuant to  
5 universal business identifier number 603205207.

6       2.14 LAW OFFICE OF SUSAN ADDISION BLUSH, P.C. with its d/b/a,  
7 KENTWOOD LAW GROUP, holds a Washington State Collection Agency License.

8       2.15 Defendant KENTWOOD is therefore a “debt collector” as defined by the  
9 FDCPA, a “collection agency” as defined by the CAA, a “business” as defined by the CPA, an  
10 acted as such at all times relevant to this complaint.

11      2.16 Both Defendants made attempts to collect the debt at the heart of this litigation.

12                    III. JURISDICTION AND VENUE

13      3.1 Jurisdiction and Venue in Clark County Superior Court are appropriate where  
14 the acts at issue and described herein or some part thereof occurred in Clark County  
15 Washington, and where the injury to Plaintiffs or some part thereof occurred in Clark County  
16 Washington, and where the Defendants have engaged in substantial business contacts in Clark  
17 County Washington, and where Defendants have already submitted to this jurisdiction by  
18 attempting to collect a debt in this jurisdiction, and where the Plaintiff prays for injunctive  
19 relief. RCW 4.12.020; 4.12.025; 4.28.180; 4.28.185; and 7.40.010.

20      3.2 Defendants are liable unto Plaintiff pursuant to the provisions of the Consumer  
21 Protection Act, RCW 19.86 et seq., the Collection Agency Act, RCW 19.16 et seq., the Fair  
22 Debt Collection Practices Act, 15 U.S.C. §1692, et seq., the Telephone Consumer Protection  
23 Act, 47 U.S.C. §227 and its implementing regulation at C.F.R. 64.1200, as well as other  
24 applicable state and federal laws.

1                                  IV. FACTS

2                          4.1 Defendants allege that Plaintiff owes a consumer debt, specifically, a Wells  
3 Fargo credit card account ending in x-1687, used for personal, family, and household purposes.

4                          4.2 Defendant, CACH, is a large national junk debt buyer.

5                          4.3 Junk debt buyers like CACH purchase large batches of consumer credit card  
6 accounts for as little as pennies on the dollar after those accounts are in default.

7                          4.4 Junk debt buyers like CACH buy these batches of accounts “without recourse,”  
8 because the buyer and seller in such transactions know the accounts are unenforceable.

9                          4.5 Junk debt buyers like CACH typically have no proof of the existence or amount  
10 of these accounts other than a computerized list that the junk debt buyers generate and  
11 maintain themselves.

12                          4.6 CACH directs the work of debt collection attorneys in jurisdictions across the  
13 United States to collect these junk debts.

14                          4.7 Defendant, KENTWOOD, is a debt collection law firm and collection agency  
15 hired by CACH to collect the Wells Fargo debt allegedly owed by Plaintiff.

16                          4.8 In July 2011, Defendants began calling Plaintiff to collect the Wells Fargo debt,  
17 and these calls continued until February 2012.

18                          4.9 Defendants left several voicemail messages for Plaintiff in July 2011, before  
19 Plaintiff responded to them.

20                          4.10 These voicemail messages did not indicate that Defendants were attempting to  
21 collect a debt or otherwise indicate the nature of Defendants’ business, except that the calls  
22 were coming from “Kentwood Law Group.”

23                          4.11 Concerned about why a law firm was calling him, Plaintiff returned Defendants’  
24 calls on or about July 12, 2011, dialing 866-204-3786, ext. 210, and spoke to someone named  
25 “Greg.”

1       4.12 Because “Greg” told Plaintiff that “Greg” would “help” Plaintiff, Plaintiff  
2 provided his phone numbers before Plaintiff knew what “Greg’s” purposes were.

3       4.13 After “Greg” manipulated Plaintiff into providing his cell phone, Vonage  
4 phone, and work numbers to Defendant, only then did “Greg” advise Plaintiff that the call was  
5 to collect a debt.

6       4.14 “Greg” then explained to Plaintiff that Plaintiff owed over \$5000 on an account.

7       4.15 Plaintiff learned during the phone call that the account was a Wells Fargo credit  
8 card now claimed to be assigned to CACH.

9       4.16 “Greg” refused to provide Plaintiff with any detailed account information other  
10 than the last four digits, x-1687.

11       4.17 Plaintiff asked for something in writing proving the debt, but “Greg” refused.

12       4.18 Plaintiff explained that he had just escaped foreclosure and could not pay the  
13 debt to Defendants.

14       4.19 Plaintiff told “Greg” that Plaintiff could not take calls before 2:00 pm because  
15 Plaintiff works swing shift.

16       4.20 “Greg” said that Plaintiff would have to talk to a supervisor or adviser.

17       4.21 After a brief hold, a different person came on the phone, “Jeremy,” who was  
18 immediately rude, threatening, and demanding to Plaintiff.

19       4.22 “Jeremy” demanded that Plaintiff pay over \$3700 in the next half hour or  
20 Defendants would sue Plaintiff.

21       4.23 “Jeremy” was hostile to Plaintiff.

22       4.24 Plaintiff told “Jeremy” that Plaintiff could not come up with that amount of  
23 money in thirty minutes, let alone get it from Washington to California, where KENTWOOD  
24 is located.

25       4.25 Plaintiff told “Jeremy” that he could not pay all of the debt all at once.

4.26 "Jeremy" told Plaintiff that Plaintiff could not make payments; that Plaintiff had to take or leave Defendants' final offer.

4.27 "Jeremy" then hung up on Plaintiff.

4.28 After Plaintiff told Defendants that he couldn't pay the debt, Defendants proceeded to call Plaintiff dozens of times over the next several months.

4.29 Often, Defendants called Plaintiff during a time of day when Defendants knew was inconvenient for Plaintiff, before 2:00 pm.

4.30 Defendants called Plaintiff using an automated dialer and a prerecorded voice on at least one occasion, and left a voicemail with a prerecorded voice.

4.31 Defendants used a variety of numbers when they called Plaintiff, including, 866-204-3786, 804-952-9899, 303-900-2933, 855-382-7828 and 909-568-0750.

4.32 Defendants called Plaintiff's Vonage phone number, 360-369-6372, and also Plaintiff's cell phone number, 360-300-8231.

4.33 Defendants left voicemails for Plaintiff multiple times, including on the following dates:

Tuesday, July 5, 2011

Wednesday, July 6, 2011

Thursday, July 7, 2011

Tuesday, July 12, 2011

Friday, July 29, 2011

Monday, August 1, 2011

Tuesday, August 2, 2011

Wednesday, August 3, 2011

Friday, August 5, 2011

Monday, August 8, 2011

Wednesday, August 10, 2011

Thursday, August 11, 2011

Friday, August 19, 2011

Monday, August 22, 2011

Friday, September 9, 2011

1                   Wednesday, October 19, 2011  
 2                   Wednesday, November 2, 2011  
 3                   Tuesday, November 15, 2011  
 4                   Wednesday, December 7, 2011  
 5                   Wednesday, December 14, 2011  
 6                   Friday, December 16, 2011  
 7                   Wednesday, December 21, 2011  
 8                   Thursday, January 12, 2012  
 9                   Monday, January 16, 2012  
 10                  Tuesday, January 17, 2012  
 11                  Thursday, January 19, 2012  
 12                  Tuesday, January 31, 2012  
 13                  Wednesday, February 1, 2012

14                  4.34 Defendants also called Plaintiff numerous other times, including the following  
 15 instances, most of which did not include a voicemail message:  
 16

Date	Time	Number called from
Friday, July 8, 2011	9:55 AM	804-952-9899
Monday, July 11, 2011	10:21 AM	804-952-9899
Wednesday, July 13, 2011	11:09 AM	804-952-9899
Tuesday, July 19, 2011	11:05 AM	804-952-9899
Friday, July 22, 2011	12:09 PM	804-952-9899
Tuesday, July 26, 2011	11:02 AM	804-952-9899
Thursday, August 4, 2011	11:13 AM	804-952-9899
Thursday, August 4, 2011	11:55 AM	804-952-9899
Tuesday, August 9, 2011	8:08 AM	909-568-0750
Friday, August 12, 2011	11:05 AM	804-952-9899
Friday, August 12, 2011	12:47 PM	909-568-0750
Monday, August 15, 2011	10:21 AM	804-952-9899
Monday, August 22, 2011	9:00 AM	909-568-0750
Monday, August 22, 2011	12:43 PM	909-568-0750
Tuesday, August 23, 2011	12:28 PM	804-952-9899
Wednesday, August 24, 2011	11:43 AM	804-952-9899
Wednesday, August 24, 2011	1:47 PM	909-568-0750
Friday, August 26, 2011	11:31 AM	804-952-9899

1	Monday, August 29, 2011	10:58 AM	804-952-9899
2	Thursday, September 1, 2011	9:22 AM	804-952-9899
3	Thursday, September 1, 2011	9:35 AM	804-952-9899
4	Wednesday, September 7, 2011	11:09 AM	804-952-9899
5	Thursday, September 8, 2011	11:47 AM	804-952-9899
6	Thursday, September 8, 2011	12:24 PM	804-952-9899
7	Saturday, September 10, 2011	10:27 AM	804-952-9899
8	Saturday, September 10, 2011	10:40 AM	804-952-9899
9	Monday, September 12, 2011	8:51 AM	804-952-9899
10	Tuesday, September 13, 2011	2:30 PM	804-952-9899
11	Tuesday, September 13, 2011	2:47 PM	804-952-9899
12	Wednesday, September 14, 2011	11:08 AM	804-952-9899
13	Wednesday, September 14, 2011	11:35 AM	804-952-9899
14	Thursday, September 15, 2011	1:08 PM	804-952-9899
15	Thursday, September 15, 2011	1:38 PM	804-952-9899
16	Friday, September 16, 2011	2:46 PM	804-952-9899
17	Monday, September 19, 2011	9:44 AM	804-952-9899
18	Monday, September 19, 2011	11:47 AM	804-952-9899
19	Tuesday, September 20, 2011	9:45 AM	804-952-9899
20	Tuesday, September 20, 2011	10:17 AM	804-952-9899
21	Wednesday, September 21, 2011	9:18 AM	804-952-9899
22	Wednesday, September 21, 2011	10:22 AM	804-952-9899
23	Thursday, September 22, 2011	10:05 AM	804-952-9899
24	Thursday, September 22, 2011	10:25 AM	804-952-9899
25	Monday, September 26, 2011	10:37 AM	804-952-9899
26	Tuesday, September 27, 2011	9:28 AM	804-952-9899
	Wednesday, September 28, 2011	9:00 AM	804-952-9899
	Thursday, September 29, 2011	8:45 AM	804-952-9899
	Friday, September 30, 2011	8:28 AM	804-952-9899
	Monday, October 3, 2011	9:34 AM	804-952-9899
	Tuesday, October 4, 2011	10:22 AM	804-952-9899
	Wednesday, October 5, 2011	8:58 AM	866-204-3786
	Thursday, October 6, 2011	8:49 AM	866-204-3786
	Wednesday, October 12, 2011	9:19 AM	909-568-0750
	Wednesday, October 12, 2011	10:11 AM	909-568-0750
	Thursday, October 13, 2011	9:07 AM	804-952-9899
	Friday, October 14, 2011	10:06 AM	804-952-9899

PLAINTIFF'S COMPLAINT

8

Law Office of SaraEllen Hutchison, PLLC  
 107 S. Howard, Suite 230 | Spokane, WA 99201  
 Ph (509) 252-1899 | Fax (877) 485-4893

1	Monday, October 17, 2011	9:42 AM	804-952-9899
2	Tuesday, October 18, 2011	9:35 AM	804-952-9899
3	Wednesday, October 19, 2011	12:53 PM	909-568-0750
4	Thursday, October 20, 2011	9:38 AM	804-952-9899
5	Monday, October 24, 2011	10:16 AM	804-952-9899
6	Tuesday, October 25, 2011	8:36 AM	804-952-9899
7	Wednesday, October 26, 2011	8:46 AM	804-952-9899
8	Thursday, October 27, 2011	8:30 AM	804-952-9899
9	Friday, October 28, 2011	9:16 AM	804-952-9899
10	Saturday, October 29, 2011	10:35 AM	804-952-9899
11	Monday, October 31, 2011	8:44 AM	804-952-9899
12	Tuesday, November 1, 2011	8:41 AM	804-952-9899
13	Thursday, November 3, 2011	9:34 AM	804-952-9899
14	Friday, November 4, 2011	1:49 PM	804-952-9899
15	Monday, November 7, 2011	8:30 AM	804-952-9899
16	Tuesday, November 8, 2011	8:24 AM	804-952-9899
17	Wednesday, November 9, 2011	8:54 AM	804-952-9899
18	Thursday, November 10, 2011	8:12 AM	804-952-9899
19	Friday, November 11, 2011	8:24 AM	804-952-9899
20	Monday, November 14, 2011	8:00 AM	804-952-9899
21	Tuesday, November 15, 2011	11:25 AM	866-204-3786
22	Wednesday, November 16, 2011	8:18 AM	804-952-9899
23	Thursday, November 17, 2011	8:32 AM	804-952-9899
24	Friday, November 18, 2011	11:24 AM	804-952-9899
25	Monday, November 21, 2011	10:56 AM	303-900-2933
26	Tuesday, November 22, 2011	9:09 AM	303-900-2933
PLAINTIFF'S COMPLAINT	MONDAY, NOVEMBER 28, 2011	8:22 AM	303-900-2933
	TUESDAY, NOVEMBER 29, 2011	10:09 AM	303-900-2933
	WEDNESDAY, NOVEMBER 30, 2011	10:36 AM	303-900-2933
	THURSDAY, DECEMBER 1, 2011	10:40 AM	303-900-2933
	FRIDAY, DECEMBER 2, 2011	12:20 PM	303-900-2933
	MONDAY, DECEMBER 5, 2011	2:07 PM	303-900-2933
	TUESDAY, DECEMBER 6, 2011	2:51 PM	303-900-2933
	THURSDAY, DECEMBER 8, 2011	1:58 PM	303-900-2933
	FRIDAY, DECEMBER 9, 2011	8:47 AM	303-900-2933
	MONDAY, DECEMBER 12, 2011	11:07 AM	303-900-2933
	TUESDAY, DECEMBER 13, 2011	8:39 AM	303-900-2933

1	Thursday, December 15, 2011	9:33 AM	303-900-2933
2	Monday, December 19, 2011	8:45 AM	303-900-2933
3	Tuesday, December 20, 2011	10:01 AM	303-900-2933
4	Thursday, December 22, 2011	10:37 AM	303-900-2933
5	Monday, December 26, 2011	8:59 AM	303-900-2933
6	Tuesday, December 27, 2011	8:40 AM	303-900-2933
7	Wednesday, December 28, 2011	8:31 AM	303-900-2933
8	Thursday, December 29, 2011	8:06 AM	303-900-2933
9	Friday, December 30, 2011	8:16 AM	303-900-2933
10	Wednesday, January 4, 2012	9:10 AM	303-900-2933
11	Thursday, January 5, 2012	9:01 AM	303-900-2933
12	Saturday, January 7, 2012	8:30 AM	303-900-2933
13	Tuesday, January 10, 2012	9:04 AM	303-900-2933
14	Wednesday, January 11, 2012	8:42 AM	303-900-2933
15	Thursday, January 12, 2012	8:26 AM	855-382-7828
16	Friday, January 13, 2012	8:46 AM	303-900-2933
17	Wednesday, January 18, 2012	9:21 AM	303-900-2933

4.35 Most if not all of the voicemails did *not* identify Defendants as debt collectors, and simply stated that it was KENTWOOD LAW GROUP and ATTORNEY SUSAN BLUSH calling about a “matter.”

4.36 The volume of calls was substantial.

4.37 Defendants called Plaintiff at least eight times during the weeks of: September 11, 2011 and September 18, 2011.

4.38 Defendants called Plaintiff at least seven times during the week of August 21, 2011.

4.39 Defendants called Plaintiff at least six times during the weeks of: July 31, 2011, August 7, 2011, September 4, 2011, October 23, 2011 and November 13, 2011.

4.40 Defendants called Plaintiff at least five times during the weeks of: July 3, 2011, July 10, 2011, September 25, 2011, October 16, 2011, October 30, 2011, November 6, 2011,

1      November 27, 2011, December 4, 2011, December 11, 2011, December 25, 2011 and January  
 2      8, 2012.

3      4.41 Defendants called Plaintiff at least four times during the weeks of: October 2,  
 4      2011, October 9, 2011, December 18, 2011 and January 15, 2011.

5      4.42 Defendants called Plaintiff more than once per day on multiple different days,  
 6      including: July 6, 2011, August 24, 2011, September 1, 8, 10, 13, 14, 14, 19, 20, 21, and 22,  
 7      2011, October 12, 2011, October 19, 2011, November 15, 2011, and January 12, 2012.

8      4.43 In all, Defendants left over two dozen voicemails for Plaintiff, and called  
 9      Plaintiff over 100 times.

10     4.44 After his first live conversation with a representative of Defendants was so  
 11    unpleasant, Plaintiff was unwilling to face dealing with another of Defendants' representatives,  
 12    especially given that several of the subsequent voicemails were threatening in tone and content.

13     4.45 The July 7, 2011, July 12, 2011, August 11, 2011, and August 19, 2011  
 14    voicemails stated, in relevant part, that it was "Daniel Escarcega" [sic] from KENTWOOD,  
 15    who asked Plaintiff to call him back, or to call Attorney Susan Blush directly at extension 234,  
 16    which led Plaintiff to wonder if he was about to be sued because the voicemail invited him to  
 17    contact the attorney.

18     4.46 The August 5, 2011 voicemail, from "Daniel Escarcega" calling from "the Law  
 19    Office of Kentwood Law Group" stated to Plaintiff that "since you spoke to one of the  
 20    managers here...and there was no agreement or happy medium in the conversation I have  
 21    spoken to attorney Susan Blush regarding the matter," which made Plaintiff afraid that he was  
 22    about to be sued.

23     4.47 The November 2, 2011 voicemail, from "Natasha" with KENTWOOD, stated  
 24    that "Natasha" "had been advised to get in touch with you regarding a matter in our firm" that

1     “unfortunately” had been “escalated” to her attention, which led Plaintiff to wonder what  
 2     would happen to him since the matter had been “escalated.”

3       4.48 The January 12, 2012 voicemail from “Emir” [sic] stated, ominously, that  
 4     attorney Susan Blush had “advised” “Emir” to get in contact with Plaintiff regarding “a matter  
 5     that has come up at our law firm,” leading Plaintiff to wonder if there was something new and  
 6     urgent.

7       4.49 The January 16, 2012 voicemail was especially threatening; it stated, in a very  
 8     stern tone of voice:

9  
 10      *Tim, how are you sir? This is Shawn Williams [...] follow up courtesy call from a  
 11     company you're probably very familiar with called the Kentwood Law Group,  
 12     known as the law office of attorney Susan Blush, there's a matter sir that has  
 13     come up here in our law office, Tim, that I do not believe that you're aware of,  
 14     we've been desperately trying to get in contact with you in regards with this  
 15     matter since June of last year, we've left numerous messages for you sir, here it is  
 16     now a new year, a new month, just giving you every opportunity to call  
in and handle this matter on a voluntary basis but you have not,  
since then your file has now been escalated to my desk by attorney  
Susan Blush, the phone number here again is 855-382-7828, again 855-382-  
7828 and my direct extension is 110 and this is the law office of Susan Blush and  
my name is Shawn. (Emphasis added.)*

17  
 18       4.50 The January 31, 2012 voicemail was also threatening to Plaintiff:

19  
 20      *Wish that voicemail message was true, Mr. Ruge. This is the Kentwood  
 21     Law Group Law Office of Attorney Susan Blush, sir, we've been calling you now  
 22     since June of last year, regarding this matter that has escalated here in the law  
 23     office. Given you every opportunity to call and handle this on a  
voluntary basis, which you have not. The phone number here to the Law  
 24     Office of Susan Blush regarding this matter again is 855-382-7828 [...] extension  
 25     124. This is the law office of attorney Susan Blush. Thank you. (Emphasis  
 26     added.)*

25       4.51 Defendants accused Plaintiff of lying in his voicemail greeting.

1           4.52 Defendants threatened Plaintiff, saying the matter had “escalated,” implying  
 2 that the attorney, Susan Blush, was going to take legal action.

3           4.53 Defendants threatened Plaintiff, saying they had given him the opportunity to  
 4 handle the matter “voluntarily,” leaving Plaintiff to wonder what Defendants would do to  
 5 compel Plaintiff against his will to pay a debt that he could not pay.

6           4.54 On January 17, 2012, the voicemail was from an automated dialer using a pre-  
 7 recorded voice; that message stated:

8           *Hello, this is a call for Timothy Ruge. If this is Timothy Ruge, please press 1  
 9 now. If this is not Timothy Ruge, please press 2 now. Once again, if this is  
 10 Timothy Ruge, please press 1 now. If this is not Timothy Ruge, please press 2  
 11 now. [pause] This is a private and confidential message for Timothy Ruge. If  
 12 you are not Timothy Ruge please hang up now. By listening to this message for  
 13 the next few moments you are acknowledging that you are Timothy Ruge. This is  
 14 the Kentwood Law Group, this firm collects debt and the information obtained  
 15 will be used for that purpose. Please contact us back at 855-382-7828 [...] thank  
 16 you, goodbye.*

17           4.55 The prerecorded message did not, at the beginning of the message, state clearly  
 18 the identity of the business that was responsible for initiating the call.

19           4.56 The prerecorded phone message did not, at the beginning of the message, state  
 20 the name under which the business is registered to conduct business in Washington.

21           4.57 The prerecorded message did not, at the beginning of the message, state clearly  
 22 the phone number of the entity that placed the call.

23           4.58 Plaintiff never consented to contact via prerecorded phone calls or via  
 24 automated dialing systems.

25           4.59 Defendants also called Plaintiff’s elderly mother at her home on at least three  
 26 separate occasions, even though Plaintiff’s mother told Defendants that Plaintiff was not there  
 and to stop calling.

4.60 Defendants also called Plaintiff's place of employment twice.

4.61 Plaintiff suffered intense stress because of Defendants' acts, conduct, and business practices.

4.62 Plaintiff prays that Defendants are never allowed to engage in such acts, conduct, or business practices against any Washington consumer ever again.

#### **V. FAIR DEBT COLLECTION PRACTICES ACT VIOLATION**

### (Application of the Statute)

5.1. Plaintiff re-alleges paragraphs 1 through 4, inclusive as though fully set forth herein.

5.2. Pursuant to the Fair Debt Collection Practices Act (FDCPA), a “consumer” or “debtor” means “any natural person obligated or allegedly obligated to pay any debt.” 15 U.S.C. § 1692a(3).

5.3. Pursuant to the FDCPA, the term “debt” means: “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.” 15 U.S.C. § 1692a(5).

5.4. Pursuant to the FDCPA, the term "debt collector" means: "any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another." 15 U.S.C. § 1692a(6).

5.5. Defendant CACH is not an original creditor and uses interstate commerce and the mails to collect defaulted consumer debts, and so therefore, CACH is a “debt collector” as defined by the FDCPA.

1       5.6. The FDCPA also applies to attorneys who “regularly” attempt to collect third  
 2 party debts. (See Fox v. Citicorp Credit Servs., Inc., 15 F.3d 1507 (9<sup>th</sup> Cir. 1994)).

3       5.7. An attorney is a “collection attorney” or “debt collector” and “regularly”  
 4 collects the debts of another if the volume of his collection cases is high, regardless of what  
 5 percent of his practice the collection cases actual represent. (See Garrett v. Derbes, 110 F.3d  
 6 317 (5<sup>th</sup> Cir. 1997); holding that an attorney who collected against 639 different individuals in  
 7 a nine-month period satisfied the requirement that he “regularly” collected debts for another  
 8 although those 639 cases only represented .5% of his practice. He was regularly collecting  
 9 consumer debts because that volume was great enough to meet the threshold.).

10      5.8. Defendant KENTWOOD is a collection law firm that exists for the purpose of  
 11 running a collection agency.

12      5.9. On information and belief, KENTWOOD’s practice is exclusively third party  
 13 debt collection.

14      5.10. Therefore, the FDCPA applies in this case because the Plaintiff is a “debtor,”  
 15 the debt at the heart of this case is a “consumer debt,” which arose from a transaction in which  
 16 the services are primarily for personal, family, or household purposes, and the Defendants are  
 17 “debt collectors” which attempted to collect a debt owed to a third party.

18                     **VI. FIRST CAUSE OF ACTION**

19                     Fair Debt Collection Practices Act Violation

20                     (False, Deceptive, or Misleading Representations – Unfair & Unconscionable Acts)

21      6.1 Plaintiff re-alleges paragraphs 1 through 5, inclusive as though fully set forth  
 22 herein.

23                     //

24                     //

1           6.2     The FDCPA states in pertinent part: "A debt collector may not use any false,  
 2 deceptive, or misleading representation or means in connection with the collection of any  
 3 debt." 15 U.S.C. § 1692e.

4           6.3     The FDCPA is a strict liability statute, liberally construed to protect consumers  
 5 from unfair and deceptive debt collection practices. See, Clark v. Capital Credit & Collection  
Serv., 460 F. 3d 1162, 1176, n. 11 (9th Cir. 2006).

6           6.4     The act *broadly* prohibits "The use of any false representation or deceptive  
 7 means to collect or attempt to collect any debt or to obtain information concerning a  
 8 consumer." 15 U.S.C. §1692e(10). (See, Baker v. G.C. Servs. Corp., 677 F.2d 775, 778 (9<sup>th</sup>  
 9 Cir. 1982)).

10          6.5     The act further states that the following conduct is a violation of section 1692e:  
 11         "The false representation of the character, amount, or legal status of a debt...." 15 U.S.C. §  
 12         1692e(2).

13          6.6     The act further states that the following conduct is a violation of section 1692e:  
 14         "The threat to take any action that cannot legally be taken or that is not intended to be taken."  
 15 U.S.C. § 1692e(5).

16          6.7     15 U.S.C. § 1692e(5) is violated by taking an illegal action, as well as by  
 17 threatening it; see, Sprinkle v. SB&C Ltd., 472 F. Supp. 2d 1235, 1247 (W.D. Wash. 2006) (to  
 18 rule otherwise "would provide more protection to debt collectors who violate the law than  
 19 those who merely threaten or pretend to do so").

20          6.8     The act further states that the following conduct is a violation of section 1692e:  
 21         "The use of any false representation or deceptive means to collect or attempt to collect any  
 22 debt or to obtain information concerning a consumer." 15 U.S.C. § 1692e(10).

23           //

1           6.9     And, 15 U.S.C. § 1692e(11) requires disclosure that a debt collector is a debt  
 2 collector.

3           6.10    The FDCPA also states: “A debt collector may not use unfair or unconscionable  
 4 means to collect or attempt to collect any debt.” 15 U.S.C. § 1692f.

5           6.11    Defendants left multiple voicemails for Plaintiff that did not disclose that  
 6 Defendants are debt collectors, in violation of § 1692e(11).

7           6.12    Defendants pretended to be “helping” Plaintiff in order to manipulate Plaintiff  
 8 into providing his phone numbers, which is using deceptive means to collect a debt and obtain  
 9 information from a consumer in violation of § 1692e(10).

10          6.13    Defendants threatened to sue Plaintiff if he did not come up with \$3700 in thirty  
 11 minutes, which threatens a legal action that is not intended to be taken in violation of §  
 12 1692e(5), and misrepresents the legal status of the debt in violation of § 1692e(2).

13          6.14    Defendants left multiple voicemails for Plaintiff inviting him to call attorney  
 14 Susan Blush directly, which falsely implied that legal action would soon be taken by  
 15 KENTWOOD on behalf of CACH, in violation of § 1692e(2) and § 1692e(5).

16          6.15    Defendants left multiple voicemails for Plaintiff stating that the matter had been  
 17 “escalated” by attorney Susan Blush, which falsely implied that legal action would soon be  
 18 taken by KENTWOOD on behalf of CACH, in violation of § 1692e(2) and § 1692e(5).

19          6.16    Defendants’ multiple voicemails stating that the matter had been “escalated”  
 20 also falsely characterized the legal status of the debt and threatened unintended action in  
 21 violation of in violation of § 1692e(2) and § 1692e(5).

22          6.17    In fact, KENTWOOD never sued Plaintiff on behalf of CACH.

23          6.18    The threats and insinuations described above were unfair and unconscionable in  
 24 violation of in violation of § 1692f.

6.19 Plaintiff was injured by Defendants' actions in that he suffered intense stress and emotional upset from being one of the unfortunate targets of Defendants' unfair and deceptive acts.

6.20 Plaintiff was injured by Defendants' actions in that the time Plaintiff has spent on this issue has taken Plaintiff's time away from other, more economically productive activities.

6.21 Defendants' actions were a direct and proximate cause of Plaintiff's injuries and damages.

6.22 Defendants' actions were intentional, willful, wanton, unfair, unconscionable, and outrageous.

6.23 Defendants' actions illustrate why an injunction is necessary to protect Plaintiff and other Washington debtors and consumers from similar harm.

## VII. SECOND CAUSE OF ACTION

## Fair Debt Collection Practices Act Violation

(Notice Violation)

7.1. Plaintiff re-alleges paragraphs 1 through 6, inclusive as though fully set forth herein.

7.2. Within five days of initial communication with a debtor, a debt collector must provide a written debt validation notice. 15 U.S.C. § 1692g(a).

7.3. The notice must inform the consumer that he has thirty days from receipt of the initial communication to: 1) challenge a debt before it is assumed valid, 2) demand verification of the debt, or 3) request the name and address of the original creditor. 15 U.S.C. § 1692g(a)(3)-(5).

1       7.4. Defendants failed or refused to provide Plaintiff with notice of Plaintiff's rights  
2 under 15 U.S.C. § 1692g(a).

3       7.5. Defendants refused to provide anything in writing to Plaintiff about the debt.

4       7.6. Plaintiff had no opportunity to dispute the debt or request validation of the debt.

5       7.7. Plaintiff was injured by Defendants' actions in that he suffered intense stress  
6 and emotional upset from being the unfortunate target of Defendants' unfair acts and business  
7 practices.

8       7.8. Defendants' actions are a direct and proximate cause of Plaintiff's injuries.

9       7.9. Defendants' actions were intentional, willful, wanton, unfair, unconscionable,  
10 and outrageous.

11      7.10. Plaintiff was injured by Defendants' actions in that the time Plaintiff has spent  
12 on this issue has taken Plaintiff's time away from other, more economically productive  
13 activities.

14      7.11. Defendants' actions illustrate why an injunction is necessary to protect Plaintiff  
15 and other Washington debtors from similar harm.

16                   **VIII. THIRD CAUSE OF ACTION**

17                   Fair Debt Collection Practices Act Violation

18                   (Harassment)

19      8.1 Plaintiff re-alleges paragraphs 1 through 7, inclusive as though fully set forth  
20 herein.

21      8.2 "A debt collector may not engage in any conduct the natural consequence of  
22 which is to harass, oppress, or abuse any person in connection with the collection of a debt."  
23 15 U.S.C. §1692d.

1           8.3     The act specifically prohibits “causing a telephone to ring or engaging any  
 2 person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or  
 3 harass any person at the called number.” 15 U.S.C. §1692d(5).

4           8.4     The act specifically prohibits “the placement of telephone calls without  
 5 meaningful disclosure of the caller’s identity.” 15 U.S.C. §1692d(6).

6           8.5     “Meaningful disclosure of the caller’s identity” includes the caller’s name, the  
 7 debt collector’s name, and the nature of the debt collector’s business. (See, Hosseinzadeh v.  
 8 M.R.S. Associates, Inc., 387 F. Supp. 2d 1104, 1112 (C.D. Cal. 2005)).

9           8.6     The act also prohibits “The use or threat of violence or other criminal means to  
 10 harm the physical person, reputation, or property of any person.” 15 U.S.C. §1692d(1).

11          8.7     Defendants called Plaintiff literally dozens of times to collect a debt which  
 12 Plaintiff told Defendants he could not pay, which can only be intended to annoy, abuse, and  
 13 harass Plaintiff.

14          8.8     Defendants left multiple voicemails for Plaintiff that indicated only that it was  
 15 someone calling from “The Kentwood Law Group” and/or the “law office of attorney Susan  
 16 Blush,” which failed to disclose the name of the debt collector claiming to have title to the  
 17 debt, CACH.

18          8.9     Defendants left multiple voicemails for Plaintiff that indicated only that it was  
 19 someone calling from “The Kentwood Law Group” and/or the “law office of attorney Susan  
 20 Blush,” about a “matter,” which failed to disclose the nature of Defendants’ business.

21          8.10    When Defendants left voicemails stating that they had given him the  
 22 opportunity to handle the matter “voluntarily,” these messages violated 1692d(1) because they  
 23 suggested that Defendants intended to compel Plaintiff’s payment against Plaintiff’s will using  
 24 violence or other criminal means.

1       8.11 Plaintiff was injured by Defendants' actions in that he suffered intense stress  
 2 and emotional upset from being the unfortunate target of Defendants' unfair acts and business  
 3 practices.

4       8.12 Defendants' actions are a direct and proximate cause of Plaintiff's injuries.

5       8.13 Defendants' actions were intentional, willful, wanton, unfair, unconscionable,  
 6 and outrageous.

7       8.14 Plaintiff was injured by Defendants' actions in that the time Plaintiff has spent  
 8 on this issue has taken Plaintiff's time away from other, more economically productive  
 9 activities.

10      8.15 Defendants' actions illustrate why an injunction is necessary to protect Plaintiff  
 11 and other Washington debtors from similar harm.

12                   **IX. FOURTH CAUSE OF ACTION**

13                   Fair Debt Collection Practices Act

14                   (Communication Violations)

15      9.1 Plaintiff re-alleges paragraphs 1 through 8, inclusive as though fully set forth  
 16 herein.

17      9.2 A debt collector may not communicate with a consumer "at any unusual time or  
 18 place or a time or place known or which should be known to be inconvenient to the consumer."  
 19 15 U.S.C. §1692c(a)(1).

20      9.3 Additionally, a debt collector may not communicate, in connection with the  
 21 collection of any debt, with any person other than the consumer, his attorney, or a consumer  
 22 reporting agency. 15 U.S.C. §1692c(b) (emphasis added.)

23      9.4 The FDCPA does have an exception that allows collectors to communicate with  
 24 a third party to obtain "location information." 15 U.S.C. §1692b.

1           9.5   That provision states, however, that "Any debt collector communicating with  
 2 any person other than the consumer for the purpose of acquiring location information about the  
 3 consumer shall— 1) identify himself, state that he is confirming or correcting location  
 4 information concerning the consumer, and, only if expressly requested, identify his  
 5 employer...." 15 U.S.C. §1692b(1) (emphasis added).

6           9.6   Defendants called Plaintiff before 2:00 pm on multiple occasions, which was at  
 7 a time that Defendants knew was inconvenient for Plaintiff.

8           9.7   Defendants called Plaintiff's mother at her home on more than one occasion  
 9 after Plaintiff's mother told Defendants that Plaintiff was not there.

10          9.8   Defendants called Plaintiff's workplace at least twice.

11          9.9   Defendants had no reason to call any third parties in this case, because  
 12 Defendants had already located Plaintiff.

13          9.10   Plaintiff was injured by Defendants' actions in that he suffered intense stress  
 14 and emotional upset from being the unfortunate target of Defendants' unfair acts and business  
 15 practices.

16          9.11   Defendants' actions are a direct and proximate cause of Plaintiff's injuries.

17          9.12   Defendants' actions were intentional, willful, wanton, unfair, unconscionable,  
 18 and outrageous.

19          9.13   Plaintiff was injured by Defendants' actions in that the time Plaintiff has spent  
 20 on this issue has taken Plaintiff's time away from other, more economically productive  
 21 activities.

22          9.14   Defendants' actions illustrate why an injunction is necessary to protect Plaintiff  
 23 and other Washington debtors from similar harm.

24           //

## X. FIFTH CAUSE OF ACTION

**(Telephone Consumer Protection Act)**

10.1 Plaintiff re-alleges paragraphs 1 through 9, inclusive as though fully set forth herein.

10.2 The Telephone Consumer Protection Act (TCPA) states in pertinent part: "It shall be unlawful for any person within the United States...to initiate any telephone call to any residential telephone line using an artificial or prerecorded voice to deliver a message without the prior express consent of the called party...." 47 U.S.C. § 227(b)(1)(B). (See Satterfield v. Simon & Schuster, Inc., 569 F. 3d 946 (9th Cir. 2009); Palmer v. Sprint Nextel Corp., 674 F.Supp.2d 1224, 1226-1227 (W.D. Wash. Dec. 7, 2009); Sengenberger v. Credit Control Services, Inc., U.S. Dist. LEXIS 43874 (N.D. Ill. May 5, 2010)).

10.3 An important Congressional purpose for the TCPA is protecting the privacy of consumers. (See Palmer v. Sprint Nextel Corp., 674 F.Supp.2d 1224, 1226 (W.D. Wash. Dec. 7, 2009); Satterfield v. Simon & Schuster, Inc., 569 F. 3d 946, 954 (9th Cir. 2009)).

10.4 Prerecorded messages which are a “telephone solicitation” or “unsolicited advertisement” are excepted from the TCPA, but they must, at the beginning of the message, state clearly the identity of the business, person, or entity that is responsible for initiating the call, the name under which the business is registered to conduct business in the state the caller is calling into, and the telephone number of the entity that placed the call. 47 C.F.R. 64.1200(b)(1) – (2).

10.5 On January 17, 2012, Defendants placed a call to Plaintiff using an automated dialing system, and left a prerecorded message for Plaintiff.

10.6 The prerecorded message did not clearly state, at the beginning of the message, the caller's identity, the identity of the business, the name under which the business is

registered to conduct business in Washington, and the telephone number of the entity that placed the call.

## 10.7 The caller was not identified.

10.8 Plaintiff never consented to phone calls from an automated dialing system using a prerecorded message.

10.9 Defendants willfully and knowingly violated 47 U.S.C. §227(b)(1)(A) by calling Plaintiff's phone using an automated telephone dialing system and a prerecorded voice.

10.10 Defendants willfully and knowingly violated a regulation prescribed under 47 U.S.C., namely C.F.R. 64.1200, by playing a prerecorded message that did not clearly state the names under which Defendants are registered to conduct business in Washington State, without stating the name of the person or entity calling, and without clearly stating Defendants' telephone number at the beginning of the message.

10.11 Defendants' actions are a direct and proximate cause of Plaintiff's injuries.

10.12 Defendants' actions illustrate why an injunction is necessary to prevent Defendants from injuring Plaintiff, or any other Washington consumer, with similar practices in the future.

## XI. SIXTH CAUSE OF ACTION

**(Washington State Collection Agency Act)**

11.1 Plaintiff re-alleges paragraphs 1 through 10, inclusive as though fully set forth herein.

11.2 The Washington Collection Agency Act makes it a prohibited practice for a collector to “Give or send to any debtor or cause to be given or sent to any debtor, any notice, letter, message, or form which represents or implies that a claim exists unless it shall indicate in clear and legible type” specific details about the alleged debt. 19.16.250(8).

1           11.3 Specifically, RCW 19.16.250(8)(a) requires that the collector include the “the  
 2 name of the licensee and the city, street, and number at which he is licensed to do business” in  
 3 its communication to the debtor.

4           11.4 Furthermore, RCW 19.16.250(8)(c) states that “If the notice, letter, message, or  
 5 form is the first notice to the debtor or if the licensee is attempting to collect a different amount  
 6 than indicated in his or its first notice to the debtor, an itemization of the claim asserted must  
 7 be made....”

8           11.5 RCW 19.16.250(8)(c) goes on to state that the itemization of the claim must  
 9 include, in relevant part: “(i) Amount owing on the original obligation at the time it was  
 10 received by the licensee for collection or by assignment; (ii) Interest or service charge,  
 11 collection costs, or late payment charges, if any, added to the original obligation by the original  
 12 creditor, customer or assignor before it was received by the licensee for collection, if such  
 13 information is known by the licensee or employee.... (iii) Interest or service charge, if any,  
 14 added by the licensee or customer or assignor after the obligation was received by the licensee  
 15 for collection; (iv) Collection costs, if any, that the licensee is attempting to collect; (v)  
 16 Attorneys' fees, if any, that the licensee is attempting to collect on his or its behalf or on the  
 17 behalf of a customer or assignor; (vi) Any other charge or fee that the licensee is attempting to  
 18 collect on his or its own behalf or on the behalf of a customer or assignor.”

19           11.6 Additionally, RCW 19.16.250(13) states that it is a prohibited practice for a  
 20 collector to: “Communicate with a debtor or anyone else in such a manner as to harass,  
 21 intimidate, threaten, or embarrass a debtor, including but not limited to communication at an  
 22 unreasonable hour, with unreasonable frequency....”

23           11.7 RCW 19.16.250(13) goes on to list the kinds of communications that “shall be  
 24 presumed to have been made for the purposes of harassment.” (Emphasis added.)

1       11.8 Under RCW 19.16.250(13)(a) a communication is presumptively for the  
 2 purpose of harassment if "It is made with a debtor or spouse in any form, manner, or place,  
 3 more than three times in a single week, unless the licensee is responding to a communication  
 4 from the debtor or spouse." (Emphasis added.)

5       11.9 In all of Defendants' many communications to Plaintiff, Defendant has failed or  
 6 refused to provide Plaintiff with the details about the debt that are required by RCW  
 7 19.16.250(8).

8       11.10 In violation of RCW 19.16.250(13)(a), Defendant called Plaintiff at least eight  
 9 times during the weeks of: September 11, 2011 and September 18, 2011.

10      11.11 In violation of RCW 19.16.250(13)(a), Defendants called Plaintiff at least seven  
 11 times during the week of August 21, 2011.

12      11.12 In violation of RCW 19.16.250(13)(a), Defendants called Plaintiff at least six  
 13 times during the weeks of: July 31, 2011, August 7, 2011, September 4, 2011, October 23,  
 14 2011 and November 13, 2011.

15      11.13 In violation of RCW 19.16.250(13)(a), Defendants called Plaintiff at least five  
 16 times during the weeks of: July 3, 2011, July 10, 2011, September 25, 2011, October 16, 2011,  
 17 October 30, 2011, November 6, 2011, November 27, 2011, December 4, 2011, December 11,  
 18 2011, December 25, 2011 and January 8, 2012.

19      11.14 In violation of RCW 19.16.250(13)(a), Defendants called Plaintiff at least four  
 20 times during the weeks of: October 2, 2011, October 9, 2011, December 18, 2011 and January  
 21 15, 2011.

22      11.15 Defendants called Plaintiff more than once per day on multiple different days,  
 23 including: July 6, 2011, August 24, 2011, September 1, 8, 10, 13, 14, 14, 19, 20, 21, and 22,

1      2011, October 12, 2011, October 19, 2011, November 15, 2011, and January 12, 2012, in  
 2 violation of RCW 19.16.250(13).

3      11.16 Defendants left over two dozen voicemails for Plaintiff, in violation of RCW  
 4 19.16.250(13).

5      11.17 Defendants violated RCW 19.16.250(13) by placing at least one call to Plaintiff  
 6 using an automated dialing system and a prerecorded message.

7      11.18 Defendants violated RCW 19.16.250(13) by threatening Plaintiff, stating that  
 8 Plaintiff had not responded “voluntarily” which implied that Defendants would do something  
 9 to compel Plaintiff to act against Plaintiff’s will.

10     11.19 Plaintiff was injured by Defendants’ actions in that Plaintiff was forced to take  
 11 the time to investigate Defendants’ actions against Plaintiff in order to protect Plaintiff’s  
 12 property interests.

13     11.20 Plaintiff’s time spent dealing with Defendants has taken Plaintiff’s time away  
 14 from other, more economically productive activities.

15     11.21 These collection phone calls to Plaintiff could only be intended to embarrass,  
 16 intimidate, and harass Plaintiff.

17     11.22 RCW 19.16.440 states that violation of RCW 19.16 is a *per se* violation of the  
 18 Washington State Consumer Protection Act.

19     11.23 Defendants violated both statutes by engaging in multiple practices and  
 20 committing various acts against Plaintiff that are prohibited by RCW 19.16.250.

21     11.24 Defendants’ actions are a direct and proximate cause of Plaintiff’s injuries.

22     11.25 Defendants’ actions were intentional, willful, wanton, unfair, unconscionable,  
 23 and outrageous.

11.26 Defendants' actions illustrate why an injunction is necessary to protect Plaintiff and other Washington debtors/consumers from similar harm.

## XII. SEVENTH CAUSE OF ACTION

**(*Per Se* Consumer Protection Act Violation)**

12.1 Plaintiff re-alleges paragraphs 1 through 11, inclusive as though fully set forth herein.

12.2 Washington's CPA states: "Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." RCW 19.86.020.

12.3 The Washington CPA applies to the actions at issue herein because the Plaintiff is a “consumer” and the Defendants are both “businesses,” the complaint involves conduct which occurred in the course of trade/commerce, the Plaintiff was damaged in his property by Defendants’ actions, and the complaint involves a matter of public interest which is capable of repetition and will likely affect other consumers in this state.

12.4 Additionally, Defendants engaged in multiple unfair practices explicitly prohibited by the Washington Collection Agency Act under RCW 19.16.250.

12.5 The Collection Agency Act states that such collection violations are *per se* violations of the Consumer Protection Act. RCW 19.16.440.

12.6 Plaintiff was harassed for months in violation of RCW 19.16.250(13).

12.7 Plaintiff was never provided any detail about the debt, in violation of RCW  
19.16.250(8).

12.8 Plaintiff was injured by Defendants' actions.

12.9 Defendants' actions are a direct and proximate cause of Plaintiff's injuries.

1           12.10 Defendants' actions were intentional, willful, wanton, unfair, unconscionable,  
2 and outrageous.

3           12.11 Defendants' actions illustrate why an injunction is necessary to protect Plaintiff  
4 and other Washington debtors from similar harm.

5           **XIII. EIGHTH CAUSE OF ACTION**

6           **(Consumer Protection Act Violation – *In the Alternative*)**

7           13.1 Plaintiff re-alleges paragraphs 1 through 12, inclusive as though fully set forth  
8 herein.

9           13.2 In the alternative, to determine what constitutes an unfair act or practice under  
10 Washington's CPA, Washington courts look to the various federal statutes dealing with similar  
11 matters. Lightfoot v. MacDonald, 86 Wn.2d 331, 335, 544 P.2d 88 (1976). The court in  
12 Lightfoot stated:

13           ...we are directed by the statute to look to "the various federal statutes  
14 dealing with the same or similar matters" in resolving questions which  
15 arise under the state act.

16           Lightfoot at 335.

17           13.3 One such federal statute which Washington courts look to in determining if a  
18 particular act is unfair under Washington's CPA, is the Federal Trade Commission Act, after  
19 which Washington's CPA was modeled, and which states: "Unfair methods of competition in  
20 or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce, are  
hereby declared unlawful." 15 U.S.C. §45(a)(1).

21           13.4 The Fair Debt Collection Practices Act, which proscribes specific unfair acts  
22 when collecting debts, is another statute that courts have examined to determine if an act is  
23 unfair and violates of the state Consumer Protection Act. 15 U.S.C. §1692 et seq.

24           //

1       13.5 In addition to examining federal statutes to determine if a specific act is unfair  
 2 and violates of the state CPA, Washington Courts also give great weight to Federal Trade  
 3 Commission (FTC) interpretations of conduct that is unfair or deceptive. Testo v. Dunmire  
 4 Oldsmobile, Inc., 554 P.2d 349 (1976) citing Tradewell Stores, Inc. v. T. B. & M., Inc., 7 Wn.  
 5 App. 424, 500 P.2d 1290 (1972); (examining cases arising under the Federal Trade  
 6 Commission Act), 15 U.S.C. §45; and RCW 19.86.920.

7       13.6 In Testo, the court stated:

8              The courts of this state are specifically directed to "be guided by" federal  
 9 court interpretations of those various federal statutes after which our  
 10 Consumer Protection Act is patterned. Testo at 350.

11       13.7 Based on the above federal and state statutes and case law, this Court should use  
 12 the FDCPA standards of unfair and deceptive practices to determine if the Defendants violated  
 13 Washington's CPA in this case.

14       13.8 Under the FDCPA, it is an unfair act/practice to harass a consumer, to  
 15 communicate with third parties when the debt collector has already located the consumer, to  
 16 fail to provide the consumer with notice of his rights, to threaten a debtor with actions the  
 17 collector does not intend to take or cannot take at the time the threat is made, or to engage in  
 18 any other acts that are unfair or deceptive.

19       13.9 In this case, Defendants violated the FDCPA and the Washington Collection  
 20 Agency Act by harassing Plaintiff for months, threatening unintended legal action, and by  
 21 engaging in multiple other unfair and deceptive acts and practices while attempting to collect  
 22 the subject debt.

23       13.10 Where Defendants' collection attempts are unfair and deceptive acts or practices  
 24 in violation of the FDCPA and the Washington State Collection Agency Act, Defendants'  
 25 collection attempts are likewise unfair acts or practices under this state's Consumer Protection  
 26 Act.

1           13.11 Therefore, Defendants committed unfair acts or practices in the conduct of trade  
 2 or commerce and violated the Washington State Consumer Protection Act (CPA) as codified in  
 3 RCW 19.86, et seq., where Defendants' collection acts and practices violated the Federal  
 4 Collection Statute (FDCPA).

5           13.12 Plaintiff was injured by Defendants' actions.

6           13.13 Defendants' actions are a direct and proximate cause of Plaintiff's injuries.

7           13.14 Defendants' actions were intentional, willful, wanton, unfair, unconscionable,  
 8 and outrageous.

9           13.15 Defendants' actions illustrate why an injunction is necessary to protect Plaintiff  
 10 and other Washington debtors from similar harm.

#### 11                  **XIV. PRAYER FOR RELIEF**

12           WHEREFORE, Plaintiff prays for judgment to be entered against the Defendants as  
 13 follows:

14           A.       For an Injunction preventing Defendants from ever again contacting Plaintiff for  
 15 any reason whatsoever, pursuant to RCW 19.86.090, and Scott v. Cingular Wireless, 160  
 16 Wn.2d 843, 161 P.3d 1000 (2007); Hockley v. Hargitt, 82 Wash.2d 337, 349-50, 510 P.2d  
 17 1123 (1973); Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wash.2d 778,  
 18 783-84, 719 P.2d 531 (1986); Lightfoot v. MacDonald, 86 Wash.2d 331, 335-36, 544 P.2d 88  
 19 (1976);

20           B.       For an Injunction preventing Defendants from ever again collecting upon the  
 21 subject debt, pursuant to RCW 19.86.090, and Scott v. Cingular Wireless, 160 Wn.2d 843, 161  
 22 P.3d 1000 (2007); Hockley v. Hargitt, 82 Wash.2d 337, 349-50, 510 P.2d 1123 (1973);  
 23 Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wash.2d 778, 783-84, 719  
 24 P.2d 531 (1986); Lightfoot v. MacDonald, 86 Wash.2d 331, 335-36, 544 P.2d 88 (1976);

1           C. For an Injunction preventing Defendants from ever selling, transferring, or  
 2 assigning this debt, pursuant to RCW 19.86.090, and Scott v. Cingular Wireless, 160 Wn.2d  
 3 843, 161 P.3d 1000 (2007); Hockley v. Hargitt, 82 Wash.2d 337, 349-50, 510 P.2d 1123  
 4 (1973); Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wash.2d 778, 783-  
 5 84, 719 P.2d 531 (1986); Lightfoot v. MacDonald, 86 Wash.2d 331, 335-36, 544 P.2d 88  
 6 (1976);

7           D. For an Injunction preventing the licensee, the customer of the licensee, or any  
 8 other person who may hereafter legally seek to collect on this claim, from ever being allowed  
 9 to recover any interest, service charge, attorneys' fees, collection costs, delinquency charge, or  
 10 any other fees or charges otherwise legally chargeable to the debtor on such claim, pursuant to  
 11 RCW 19.16.450, RCW 19.86.090, and Scott v. Cingular Wireless, 160 Wn.2d 843, 161 P.3d  
 12 1000 (2007); Hockley v. Hargitt, 82 Wash.2d 337, 349-50, 510 P.2d 1123 (1973); Hangman  
 13 Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wash.2d 778, 783-84, 719 P.2d 531  
 14 (1986); Lightfoot v. MacDonald, 86 Wash.2d 331, 335-36, 544 P.2d 88 (1976);

15           E. For an Injunction preventing Defendants from placing further telephone calls to  
 16 any phone number belonging to Plaintiffs pursuant to 47 U.S.C. §227(b)(3)(A);

17           F. For an Injunction preventing Defendants from telephoning any Washington  
 18 State consumer, debtor, or citizen more than 3 times in any given week, pursuant to RCW  
 19 19.16.450, RCW 19.86.090, and Scott v. Cingular Wireless, 160 Wn.2d 843, 161 P.3d 1000  
 20 (2007); Hockley v. Hargitt, 82 Wash.2d 337, 349-50, 510 P.2d 1123 (1973); Hangman Ridge  
 21 Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wash.2d 778, 783-84, 719 P.2d 531 (1986);  
 22 Lightfoot v. MacDonald, 86 Wash.2d 331, 335-36, 544 P.2d 88 (1976);

23           G. For an Injunction preventing Defendants from telephoning any Washington  
 24 State citizen with intent to harass or abuse a consumer or debtor, pursuant to RCW 19.16.450,

1       RCW 19.86.090, and Scott v. Cingular Wireless, 160 Wn.2d 843, 161 P.3d 1000 (2007);  
 2       Hockley v. Hargitt, 82 Wash.2d 337, 349-50, 510 P.2d 1123 (1973); Hangman Ridge Training  
 3       Stables, Inc. v. Safeco Title Ins. Co., 105 Wash.2d 778, 783-84, 719 P.2d 531 (1986);  
 4       Lightfoot v. MacDonald, 86 Wash.2d 331, 335-36, 544 P.2d 88 (1976);

5           H.     For Actual and Compensatory damages in an amount to be proven at trial,  
 6 pursuant to RCW 19.86 et seq., 15 U.S.C. § 1692 et seq., and various common law claims;

7           I.      For Statutory damages in the amount of \$1,000, pursuant to 15 U.S.C. §1692 et  
 8 seq. and Harvey v. United Adjusters, 509 F. Supp. 1218, 1222 (D. Or. 1981) (“in an aggravated  
 9 case of persistent and repeated illegal practices, the full \$1,000 should be awarded”);

10          J.     For Statutory damages in the amount of \$500 pursuant to 47 U.S.C.  
 11        §227(b)(3)(B) per each violation, to be proven at trial;

12          K.     For treble Statutory damages in the amount of \$1,500 pursuant to 47 U.S.C.  
 13        §227(b)(3) per each knowing and willful violation, to be proven at trial;

14          L.     For Incidental and Consequential damages in an amount to be proven at trial;

15          M.     For treble Plaintiff’s “actual” damages up to the amount of \$25,000, pursuant to  
 16        RCW 19.86 et seq.;

17          N.     For costs and reasonable attorney’s fees in an amount to be proven at trial  
 18 pursuant to 15 U.S.C. § 1692 et seq. and RCW 19.86 et seq.;

19          O.     For interest on the above amounts as authorized by law;

20          P.     For other relief as the Court deems just and equitable; and

21          Q.     For leave to amend this complaint as needed and as required.

22          R.     For leave to seek Civil Rule 23(b) status if information becomes available  
 23 through discovery supporting the need for class action status.

1                   XV. REQUEST FOR TRIAL BY JURY  
2

3                   Plaintiff hereby requests a trial by jury pursuant to U.S. Const. Amend. 7 and  
4                   Washington Superior Court Civil Rule 38.  
5

6                   Dated this 29<sup>th</sup> day of June, 2012.  
7

8                   Respectfully submitted,  
9

10                     
11                   SARAELLEN HUTCHISON (WSBA #36137)  
12                   Law Office of SaraEllen Hutchison, PLLC  
13                   107 S. HOWARD ST. SUITE 230  
14                   Spokane, Washington 99201  
15                   Telephone: (509) 252-1899  
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17                   saraellen@saraellenhutchison.com  
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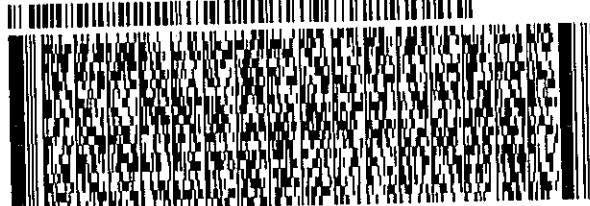


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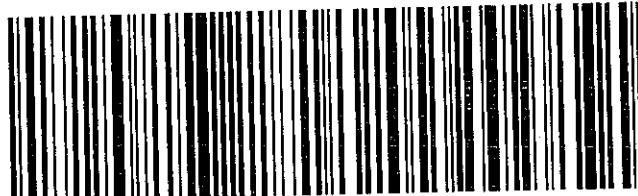
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